



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL**

**RFP NO. B3Z05066  
TITLE: Banking Services  
ISSUE DATE: 11/16/04**

**REQ#: NR 375 D5000000002  
BUYER: Becky Brinkley  
PHONE NO.: (573)751-5341  
E-MAIL: becky.brinkley@oa.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 12/08/04 AT 2:00 PM**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN PROPOSAL TO: DPMM or DPMM  
P O BOX 809 301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101**

**CONTRACT PERIOD: January 1, 2005 through December 31, 2005**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**Department of Insurance  
301 West High Street  
Room 630, Truman Bldg  
Jefferson City, MO 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE
PHONE NO.	FAX NO.	E-MAIL ADDRESS

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of banking services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - D
- 6) Attachments 1 – 5 exist to this document. These attachments are separate links that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments.
- 7) Terms and Conditions

### 1.2 Background Information:

1.2.1 The Department of Insurance has previously contracted for these services through C300177001. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of the expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z00177 or the contract number C300177001 when searching for these documents.

1.2.2 The potential offerors may schedule an appointment to review the Department of Insurance's Security Deposit Reporting System Users' Manual by contacting the buyer, Becky Brinkley at 573-751-5341 or by email at [becky.brinkley@oa.mo.gov](mailto:becky.brinkley@oa.mo.gov).

1.2.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide safekeeping depository account services for the Department of Insurance (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide services on an as needed, if needed basis to the sole satisfaction of the state agency.
- 2.1.3 The contractor shall perform all services in accordance with all applicable statutes of the State of Missouri, including, but not limited to Chapters 374, 376, and 379 RSMo and in accordance with all federal and state rules and regulations which pertain to safekeeping depository accounts for insurance companies.

### **2.2 Performance Requirements:**

- 2.2.1 The contractor shall provide services in order to fulfill the following goals and objectives established pursuant to the state agency's mission:
    - a. To assure that internal controls, policies, and reporting procedures relating to deposits of insurance company securities are appropriate and consistent with the state agency's goals and objectives.
    - b. To assure that all book entry securities are held in safekeeping for an insurance company.
    - c. To assure the market value of required securities are properly maintained and monitored.
    - d. To assure the state agency's interest in said securities.
    - e. To allocate all safekeeping service costs to participating insurance companies on an equitable basis.
  - 2.2.2 In order to provide safekeeping depository account services, the contractor shall enter into joint custody agreements with insurance companies on behalf of the state agency. The contractor shall administer the securities provided by insurance companies in safekeeping depository accounts for the state agency in accordance with CSR 200-7.200 as amended.
    - a. The types of securities accepted by the contractor must comply with applicable statutes of the State of Missouri and any other rules, procedures, or regulations related to the handling of securities by the state agency, particularly RSMo Chapters 376 and 379.
    - b. All income collected in the account shall be deposited to the credit of the insurance company's account.
    - c. No portion of the securities or certificates on deposit in the safekeeping account shall be withdrawn without prior written authorization from both the insurance company and the appointed state agency representative or designee.
  - 2.2.3 The contractor must hold the securities or certificates representing securities held in the safekeeping depository accounts separate and apart from the contractor's general liabilities.
- ### **2.3 Communication Capability Requirements:**
- 2.3.1 The contractor must provide a dedicated data phone line to the state agency.
  - 2.3.2 The contractor must provide communications capability between the contractor's computer system and the state agency's computer system or the State data center through a dedicated data communication linkage between the contractor, the state agency, and the insurance companies (See Attachment #1).

- a. The contractor must interface the contractor's computer system with, at a minimum, two IBM PS 8557 terminals located in state agency offices in Jefferson City, Missouri. Cable RS232 is available for the contractor's use to attach a modem to the PS 8557 terminals.
  - b. For communications compatibility, the contractor should provide a 2400 baud Hayes, or Hayes-compatible modem, with Procomm software or a controller unit. A 3270 slot is available on the terminals.
- 2.3.3 The contractor must provide an on-line communications system to track all deposits made by insurance companies in the safekeeping accounts and price each security on file daily or weekly. The on-line communications system must possess the following features:
- a. On-line inquiry;
  - b. On-line maintenance;
  - c. On-line pricing of securities;
  - d. Reporting capabilities; and
  - e. Memo securities activities(i.e., all securities, mortgages, real estate not held by the contractor in safekeeping).

## **2.4 On-Line Inquiry Requirements:**

- 2.4.1 The contractor must provide the state agency with the ability to query information needed in the following manner (See Attachment #2):
- a. By company name and/or NAIC number.
  - b. By security type (e.g., bond, mortgages, stocks, real estate, etc.) and/or CUSIP number.
  - c. By deposit type by insurance company (capital, reserve, special, or combination [e.g., capital/reserve]).
  - d. By location of deposit made and/or by location of the security by insurance company if not held in safekeeping by the contractor (e.g., memo securities in Commerce Kansas City safe-deposit box for the XYZ Insurance Co.).
- 2.4.2 The contractor shall make the company name or NAIC number input fields available for the state agency's use. The state agency shall be taken to a menu screen which shall allow the state agency to choose between a listing of securities by activity or a listing of currently held securities.
- a. The securities activity screen shall be an inquiry-only screen. This screen must display, at a minimum, the following: the securities' jacket number for memo securities only, transaction code, security description, stock type, stock quantity, deposit location, deposit type, transaction ("txn") date, maturity date, issue date, stock, value/share, interest rate, par value, and the transaction amount.
    - 1) The contractor shall perform all data input for book entry securities. Additionally, the contractor must clean the file as data comes to the contractor (i.e., accurately distinguishing between deposit types [reserve, capital, special, etc.]).
  - b. The securities currently-held screen shall allow for user input. This screen must display, at a minimum, the following: securities' jacket number, security description, deposit type, maturity date, interest rate, par value, and current balance (See Attachment #3 for an example).
  - c. On the activity and currently held screens which show a listing of securities by type or CUSIP number, information shall be accessed and sorted by company name (i.e., alpha character), and then sorted by CUSIP number.
  - d. On the activity and currently held screens which show a listing of securities by deposit type, information shall be accessed and sorted by company name and CUSIP number.

- e. On the activity and currently held screens showing securities by location of deposit made and/or by location of the security, information shall be accessed and sorted by company name and then by CUSIP number.
- f. On the activity and currently held screens, the running total must be displayed.

## **2.5 On-Line Maintenance Requirements:**

- 2.5.1 The contractor must provide the state agency with the ability to maintain certain fields on-line. This function shall give the state agency the flexibility and the control needed to ascertain whether the insurance companies comply with the statutes in regards to the deposits required by law. The following describes the transactions that must be available for the state agency's use:
  - a. The state agency shall have the ability to set up each insurance company with the following fields: NAIC number; minimums for capital accounts, reserve accounts, and special accounts; name; address; contact person; electronic funds transfer instructions; and a miscellaneous field.
    - 1) The state agency shall perform all the data entry related to the above-described insurance company set-up feature.
    - 2) The contractor shall not be held responsible for the ultimate validity of information shown only on screens regarding the entry of physical securities data and new insurance company set-up data screens.
- 2.5.2 The contractor shall notify the state agency by letter of incoming securities for each insurance company. Once the state agency has verified that the security is appropriate by type and market value for deposit, the state agency shall fax a letter to the contractor with the state agency's approval. The contractor shall place the securities on file under the appropriate insurance company. The state agency's approval shall indicate the appropriate deposit type (i.e., reserve, capital, special). This provides the state agency with control over the incoming deposit. The acceptance of a security for deposit must prompt the computer system to generate a letter of acceptance to the insurance company for the state agency's signature.
  - a. Since the approval of a security by the state agency is considered valid only for ten working days due to variability in market values, the contractor must place the approved securities on file in safekeeping within ten working days after notification of acceptability from the state agency.
- 2.5.3 The state agency may release securities on deposit once the state agency has deemed that the insurance company has other sufficient securities on deposit. The state agency shall release the securities on-line. Once the command is entered on-line, a release of a securities letter must be generated by the computer system. The state agency shall sign the release letter and send it to the contractor. Once the contractor is in receipt of this letter, the insurance company may give instructions to the contractor regarding the delivery of the released security. Prior to transfer of the released security, the contractor shall obtain a written letter from the insurance company regarding the delivery of the released security.
- 2.5.4 The contractor's on-line information system must run the insurance company's mortgage reduction tape against the system file and thereby create an adjusted balance for the insurance company's account.
- 2.5.5 The contractor's computer system must allow for the changing of an insurance company's NAIC number.
- 2.5.6 The contractor's computer system must delete zero balance securities from the insurance company's listing of securities on the activity file upon the request of the state agency.
- 2.5.7 The contractor's computer system must enable the state agency user to change reserve ("R") type deposits to capital ("C") type, or special ("S") type deposits, or any combination thereof. Additionally, the state agency shall be able to change the jacket number.

- 2.5.8 The contractor's computer system shall have the ability to price incoming security deposits. When an insurance company tenders a security, the state agency shall be able to verify the statutory acceptability of the security and the market value of said security.
- 2.6 **Reporting Capabilities:** The contractor's computer system shall provide for several report needs for the different transactions that can occur in the daily operations (See Attachment #4 for an example of a representative report). The contractor's system must generate the following reports, at a minimum:
- 2.6.1 Weekly reports which must contain the following items:
- a. Report of daily activity by insurance company (acceptance/release of securities, etc.); and
  - b. Exception reporting for the week (e.g., when market value of required deposits fall below statutory limits, receipt numbers missing).
- 2.6.2 Monthly reports which detail the CUSIP number, security name, market value, par values, maturity dates, and interest rates on the following:
- a. An alpha and NAIC number listing of securities held by company and then sorted by security type, CUSIP number, and alpha with proper summary; and
  - b. Fiche activity for the months of June and December, and the 12 preceding months (e.g., June-June, December-December).
- 2.6.3 Special reports about account activity upon the request of either the state agency or the insurance company. The types of special reports the state agency may request are listed as follows:
- a. Listing of all activity of a certain security by insurance company and by CUSIP and company name to the point at which the security is listed at zero; and
  - b. Listing of current balances and transactions for specified companies by company name and NAIC number.
- 2.6.4 The contractor must provide multiple hard copies of the monthly and annual reports upon the state agency's request.
- 2.7 **Special Features Requirements:**
- 2.7.1 Memo Securities: The contractor's computer system shall provide the state agency with the ability to hold securities for the insurance company which are not held by the contractor.
- 2.7.2 Mass Withdrawal: The contractor's computer system must allow elimination of an entire account for an insurance company and elimination of entire blocks of securities by type (e.g., bond, book entry, stock, mortgage).
- 2.7.3 Letters/Mailing Lists/Certificates: The contractor's computer system shall produce "verification letters" on a semiannual basis. The verification letters must be sent to the various insurance companies for their acknowledgment regarding the year-end account balance (See Attachment #4 for an example). A mailing list with mailing labels must also be produced by the contractor for the verification letters. Additionally, the contractor's system shall produce certificates of deposited securities for the insurance companies' display (See Attachment #5 for an example). All materials shall be delivered to the state agency by June 30 and again by December 31. The state agency shall assume all mailing responsibilities.
- a. The certificate must display an itemized listing of each security held in safekeeping and/or as a memo security by the contractor for the insurance company.
- 2.7.4 The contractor must download all file information capable of being down-loaded onto Lotus diskettes provided by the contractor. This shall include, at a minimum, a listing of securities by company alpha, NAIC number, CUSIP number, and proper activity summaries.

- a. At a minimum, the contractor shall download once per year at the state agency's request. The state agency intends to keep a record of diskettes, so the contractor shall not be allowed to request previously submitted diskettes from the state agency for reuse.

## **2.8 Other Requirements:**

- 2.8.1 The contractor should be located in Jefferson City, Missouri for the convenience of the state agency.
- 2.8.2 The contractor must have a dedicated on-line connection with the Federal Reserve for electronic transfers of money and securities into and out of the safekeeping accounts.
- 2.8.3 The contractor must be a participant of a Depository Trust Company (DTC).
- 2.8.4 In the event the state agency determines that a feature of the on-line communication system, the reporting system, or any other feature of contractual services defined herein is unnecessary or requires modification, the contractor shall coordinate with the state agency in the development of modifications or deletions if so requested by the state agency. Any modification or deletion of any type to the contract shall require a formal contract amendment pursuant to applicable provisions relevant to such stated herein.
- 2.8.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

## **2.9 Invoicing and Payment Requirements:**

- 2.9.1 The contractor shall recover expenses for administering the safekeeping depository account from the insurance company for which the account is established.
- 2.9.2 The contractor shall invoice for services provided to insurance companies with safekeeping depository accounts in accordance with the firm, fixed prices listed on the Pricing Page. On a monthly basis, the contractor shall send an itemized notice of charges to the appropriate insurance company. In no event shall the contractor invoice or charge the State of Missouri for any services performed under the contract.

## **2.10 Other Contractual Requirements:**

- 2.10.1 Contract: A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
  - a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.10.2 Contract Period: The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract

period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

- 2.10.3 **Renewal Periods:** If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.
- 2.10.4 **Termination:** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.10.5 **Transition:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
  - b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.
- 2.10.6 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.



- 2.10.7 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.10.8 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.10.9 Substitution of Personnel: The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.10.10 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10.11 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.10.12 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

### **3. PROPOSAL SUBMISSION INFORMATION**

#### **3.1 Submission of Proposals:**

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. The offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting with MBE/WBE companies at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.

- a. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- b. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

#### **3.2 Competitive Negotiation of Proposals:**

3.2.1 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

### 3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost ..... 70 points
- b. Experience, Reliability, and Expertise of Personnel ..... 15 points
- c. Method of Performance ..... 15 points

- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to RSMo 34.165, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/swindex.html>

### 3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be based upon the total of all prices quoted on the Pricing Page when multiplied by the estimated annual volume identified. Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 70 = \text{Cost score points}$$

- 3.4.2 The evaluation will include the original contract period plus renewal option periods.

- 3.4.3 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

**3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:**

- 3.5.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 3.5.2 The offeror should provide, on Exhibit A or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.
- 3.5.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- a. The offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
    - 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
    - 2) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
  - b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.5.4 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)

**3.6 Evaluation of Method of Performance:**

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner

in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method may be used:

On Exhibit C, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

- 3.7 **Miscellaneous Information** - The offeror should complete Exhibit D, Miscellaneous Information, to document: (1) if the offeror qualifies as either a qualified nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, and (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, and (3) if any products and/or services offered under the RFP are being manufactured or performed at sites outside the continental United States.

**4. PRICING PAGE**

- 4.1 **Pricing** - The offeror shall provide the following firm, fixed price(s) for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price(s).

<i><b>Line Item No. C/S Code 94616</b></i>	<i><b>BANK SERVICE TRANSACTION PRICES</b></i>	<i><b>FIRM, FIXED PRICE</b></i>	<i><b>ESTIMATED ANNUAL VOLUME</b></i>
001	Account Maintenance Service	\$ _____ <i>per month, per account</i>	3,400
002	Ledger Entries: Deposit	\$ _____ <i>per entered deposit</i>	24
003	Check	\$ _____ <i>per check</i>	1,200
004	Items Deposited	\$ _____ <i>per item</i>	12
<b>WIRE TRANSFERS:</b>			
005	Wire Transfer Out	\$ _____ <i>per wire out</i>	250
006	Wire Transfer In	\$ _____ <i>per wire in</i>	30
<b>ACH TRANSACTIONS:</b>			
007	ACH Debit	\$ _____ <i>per debit</i>	2,124
008	ACH Credit	\$ _____ <i>per credit</i>	600
009	Non ACH Transactions	\$ _____ <i>per transaction</i>	100
<b>SAFEKEEPING SERVICE TRANSACTION PRICES</b>			
010	Initial Deposit for Safekeeping	\$ _____ <i>per deposited security</i>	325
011	Withdrawal Before Maturity	\$ _____ <i>per withdrawal</i>	110
<b>INTEREST CREDIT:</b>			
012	US Treasury & Agency	\$ _____ <i>per credit</i>	800
013	Other	\$ _____ <i>per credit</i>	110
<b>MONTHLY SERVICE PRICE (PER RECEIPT):</b>			
014	US Treasury & Agency	\$ _____ <i>per month, per account</i>	400
015	Other	\$ _____ <i>per month, per account</i>	55
016	Registration of Securities & Conversion to Book Entry	\$ _____ <i>per security</i>	10
017	Statement of Assets	\$ _____ <i>per statement</i>	2,400
018	Audit Requests	\$ _____ <i>per request</i>	350
019	Memo Security Transaction Fee	\$ _____ <i>per company, per month</i>	0

**4.2 Renewal Option:**

4.2.1 The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

- a. All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.
- b. The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.
- c. NOTICE: **DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

Maximum Increase      Minimum Decrease

1st Renewal Period: original price + \_\_\_\_\_% **OR** original price - \_\_\_\_\_%

2nd Renewal Period: original price + \_\_\_\_\_% **OR** original price - \_\_\_\_\_%

3rd Renewal Period: original price + \_\_\_\_\_% **OR** original price - \_\_\_\_\_%

**EXHIBIT A****PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror/Subcontractor Name:</b>	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

*As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:*

---

*Signature of Reference Contact Person*

---

*Date of Signature*



**EXHIBIT B****PERSONNEL EXPERTISE SUMMARY**  
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)  _____ (Title)	
2. _____ (Name)  _____ (Title)	
3. _____ (Name)  _____ (Title)	
4. _____ (Name)  _____ (Title)	
5. _____ (Name)  _____ (Title)	
6. _____ (Name)  _____ (Title)	
7. _____ (Name)  _____ (Title)	

**EXHIBIT C**

**METHOD OF PERFORMANCE**

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

**EXHIBIT D****MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____
	_____

**Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

**Employee Bidding/Conflict of Interest**

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in offeror's organization:	_____ %

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

## 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

## 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

## 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the

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specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

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- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
  - j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
  - k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
  - l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
  - m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

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- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.